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Mettler, 185 U. S. 308; *Pennsylvania Co. v. State*, 142 Ind. 428. In the principal case, the court says that it is not an act imposing a penalty for the non-payment of debts, but "the design was to bring about a reasonably prompt settlement of all proper claims, the penalty, in case of a recovery in a court, operating as a deterrent of the carrier in refusing to settle just claims, and as a compensation of the claimant for the trouble and expense of the suit which the carrier's unreasonable refusal made necessary." The court does not consider the validity of the statute when applied to shipments from without the state.

CONTRACTS—MUTUALITY OF OBLIGATION.—Defendant, a cement manufacturer, on consideration that plaintiff, a cement dealer, would give the defendant's brand the preference in his (plaintiff's) sales, "push" it in every way, and sell as much as possible, agreed to let plaintiff have all the cement necessary for the purpose at a lower rate per barrel than other dealers. *Held* (CHESTER and SEWELL, JJ., dissenting), that the contract was void for lack of mutuality, because the dealer did not bind himself to make any sales of cement. *Jackson v. Alpha Portland Cement Co.* (1907), 106 N. Y. Supp. 1052.

It must be acknowledged that each side of this case may be supported by strong arguments, and the view taken by the dissenting justices seems to be as well established by authority as the majority opinion. The general rule is, that a promise is a good consideration for a promise; but to constitute a valid contract, the promises must be enforceable. Therefore, it has been held that an offer to furnish all goods that a promisee might "want" during a certain period, even if accepted by him, constitutes no contract for lack of mutuality. *McCaw Mfg. Co. v. Felder*, 115 Ga. 408, 41 S. E. 664; *Bailey et al. v. Austrian*, 19 Minn. 535; *Chicago & G. E. R. R. Co. v. Dane*, 43 N. Y. 240. On the other hand, many courts have held that a promise to furnish all goods which the buyer would "require" in his business for a certain specified time, if accepted, constitutes a valid contract. *Minnesota Lumber Co. v. Coal Co.*, 160 Ill. 85, 43 N. E. 774, 31 L. R. A. 529; *Smith v. Morse*, 20 La. Ann. 220; *Dailey Co. v. Clark Can Co.*, 128 Mich. 591, 87 N. W. 761; *Wells v. Alexandre et al.*, 130 N. Y. 642, 29 N. E. 142, 15 L. R. A. 218; *Fertilizer Co. v. Phosphate Co.*, 121 Fed. 298, 61 L. R. A. 402, 58 C. C. A. 220. The cases of *Rafolovitz v. American Tobacco Co.*, 25 N. Y. Supp. 1036, 75 Hun 87, and *Commercial W. & C. Co. v. Northampton P. C. Co.*, 100 N. Y. Supp. 960, 115 App. Div. 388, upon which the principal decision relies, do not appear to be exactly in point, and the principal case seems to be directly in conflict with *Ellis v. Miller*, 164 N. Y. 434, 58 N. E. 516, though a distinction is attempted by the court in the fact that in the latter case the manufacturer agreed to furnish at least \$1,000.00 worth of cigarettes, whereas in the principal case no minimum was fixed. On the subject of mutuality, see further, 5 MICH. LAW REV. 202, 581.

CORPORATIONS—AGREEMENT TO TAKE SHARES OF STOCK.—Defendant agreed to take five shares of stock in a corporation to be organized. The statute provided for opening of stock books for subscriptions. Defendant did not